

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant White & Case LLP 1155 Ave of Americas New York, NY 10036	2. Registration No. 2759
---	-----------------------------

3. Name of foreign principal The Great Socialist People's Libyan Arab Jamahiriya	4. Principal address of foreign principal Embassy of Libya 2600 Virginia Avenue, NW, Suite 705 Washington DC 20037
---	---

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

CRM/ISS/REGISTRATION UNIT
2008 MAR -7 PM 12: 03

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
Embassy of Libya; Litigation Department

b) Name and title of official with whom registrant deals.
Ambassador Ali S. Aujali, Embassy of Libya; Ahmed A. Elmssallati, Counselor, Litigation Department

7. If the foreign principal is a foreign political party, state:

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

2008 MAR -7 PM 12:03
CRM/ISS/REGISTRATION UNIT

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
March 6, 2008	Anthony F. Kahn, Executive Committee Partner	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant White & Case LLP	2. Registration No. 2759
---	---------------------------------

3. Name of Foreign Principal The Great Socialist People's Libyan Arab Jamahiriya

2008 MAR -7 PM 12:03
CRM/ISS/REGISTRATION UNIT

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Legal Representation

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

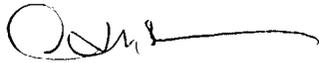
The Registrant is providing legal services in connection with a possible resolution of pending US litigation against the foreign principal, is serving as coordinating counsel in relation to same and will represent the foreign principal in certain litigation matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Because this representation involves meetings with US government representatives in connection with certain litigation matters, the Firm has elected to register out of an abundance of caution.

2008 MAR -7 PM 12: 03
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
March 6, 2008	Anthony F. Kahn, Executive Committee Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

White & Case LLP
 701 Thirteenth Street, NW
 Washington, DC 20005

Tel + 1 202 626 3600
 Fax + 1 202 639 9355
 www.whitecase.com

February 5, 2008

BY HAND

Ahmed A. Elmssallati, Counselor
 Chairman of the Litigation Department
 Embassy of Libya
 2600 Virginia Avenue, NW, Suite 705
 Washington, DC 20037

2008 MAR -7 PM 12: 03
 CRM/ISS/REGISTRATION UNIT

Re: Terms of Engagement

Dear Mr. Elmssallati:

We at White & Case LLP are pleased that Libya has selected us to act as legal adviser in connection with the US litigation matters pending against Libya.

In this capacity we will assist Libya in exploring strategies to reach a global resolution of these US litigation matters, consistent with the normalization of relations between Libya and the United States. We will also undertake to handle certain litigation matters on Libya's behalf, and to supervise and coordinate counsel from other firms handling certain other litigation matters on Libya's behalf.

As is our practice, we will charge for our services based upon the hours devoted to the matter and will send billing statements on a monthly basis. At your request, and in light of the significant relationship that we both hope will result from this engagement, we are prepared to offer Libya a special 15% discount off of our standard rates conditioned upon Libya's prompt payment within 30 days of receipt of our invoice, and a special 10% discount off of our standard rates conditioned upon Libya's prompt payment within 30-60 days of receipt of our invoice. While we also are prepared to waive any interest that might accrue on late payments, payments should not be made later than 90 days from the date of receipt of our invoice. We respectfully ask that you treat these special discounted rates as confidential.

Below are the current standard rates (*not* including any discount) for the principal attorneys who would work on this matter:

Am

ALMATY ANKARA BANGKOK BEIJING BERLIN BRATISLAVA BRUSSELS BUDAPEST DRESDEN DÜSSELDORF FRANKFURT HAMBURG
 HELSINKI HONG KONG ISTANBUL JOHANNESBURG LONDON LOS ANGELES MEXICO CITY MIAMI MILAN MOSCOW MUNICH
 NEW YORK PALO ALTO PARIS PRAGUE RIYADH SÃO PAULO SHANGHAI SINGAPORE STOCKHOLM TOKYO WARSAW WASHINGTON, DC

February 5, 2008

Fee Earner:	Hourly Rate:
Carolyn Lamm (Partner)	US \$975
Christopher Curran (Partner)	US \$925
Frank Vasquez (Partner)	US \$850
Nicole Erb (Partner)	US \$700
Frank Panopoulos (Counsel)	US \$650
Daoud Khairallah (Of Counsel)	US \$650
Mid-level Associates	US \$550-635
Junior Associates	US \$365-460

While these rates are subject to change upon annual modification to our standard billing rates, we will provide the above-referenced 10-15% discount for the duration of the engagement. Attorneys other than those listed (as well as legal assistants) may work on the matter, but again their rates will be subject to the same 10-15% discount.

Given that Libya is a new client and that this matter will almost certainly require the early commitment of significant firm resources, we ask for a retainer in the amount of \$100,000 that will be held by us for the duration of the representation and credited against our final invoice. Any remainder shall be returned to Libya upon conclusion of the engagement. If Libya fails to pay White & Case invoices for more than 6 months, we reserve the right to increase substantially the amount of the retainer to recommence work once all unpaid invoices are paid.

We will also require Libya to reimburse us for those costs and out-of-pocket expenses customarily billed by us. These include charges for photocopying, travel, mail and courier services, facsimile, word processing and printing, filing fees and computer legal research. In addition, we will require Libya to reimburse us for any fees of any experts we might retain on Libya's behalf with your authorization.

Our representation of Libya is subject to our firm's internal conflicts review and approval process. Each litigation matter we handle or supervise must clear these internal processes.

Our representation of Libya in this matter shall not preclude White & Case from representing persons or entities that may participate in bids on Libyan government projects or privatizations in the future. In addition, our representation of Libya in this matter shall not preclude White & Case from representing other clients in matters adverse to Libya or its agencies or instrumentalities in matters that are not substantially related to our representation.

In accordance with customary practice in the United States, Libya has the right to discharge us for any reason at any time. If Libya discharges us, it will pay any unpaid fees and disbursements within 45 days.

Also in accordance with customary practice, we have the right to withdraw from the representation at any time if our withdrawal can be accomplished without material adverse effect on the interests of Libya or if there are other grounds for withdrawal under applicable rules of

Am

February 5, 2008

professional conduct. If we withdraw, Libya agrees to execute any notice of withdrawal required to be filed in court.

We very much look forward to a long and productive attorney-client relationship with Libya. At the time at which our work in this engagement is completed, our attorney-client relationship will conclude. For the sake of clarity, please be advised that our attorney-client relationship shall be deemed to be concluded if we become inactive for a period of more than 6 months from the conclusion of the last assignment for which you have engaged us and you do not provide notice to us that you wish to continue the engagement despite a temporary lapse in assignments. We expect that any such inactivity would not occur for quite some time.

We at White & Case very much appreciate being given the opportunity to handle this important and sensitive matter.

Sincerely,

Carolyn B. Lamm
Carolyn B. Lamm

AGREED TO AND ACCEPTED THIS 5 DAY OF FEBRUARY, 2008

BY:

Ahmed A. Elmssallati

Ahmed A. Elmssallati, Counselor
Chairman of the Litigation Department

cc: Ambassador Ali S. Aujali

2008 MAR -7 PM 12:03
CRM/ISS/REGISTRATION UNIT